

Attachment I

Initial Selective Review Response

Poughkeepsie City School District
E-Rate Selective Review Information Response
FY 2004 — Case # SR-2004-124259

Part I: Competitive Bidding Process and Vendor Selection

1) Requests for Proposal (RFP)

No RFPs were utilized for the services represented on the Poughkeepsie Form 471 applications for FY 2004. All services requested were properly posted in its two district Form 470s # 338990000479401 and # 463830000479524.

2) Bid Responses

As indicated in Table 1, Poughkeepsie received only six bids or expressions of serious interest for its posted services.

3) Vendor Selection Process

With one exception, Priority One services (Form 471# 434629) were provided by the same set of service providers as were used by the district in FY 2003. Local and long distance services are provided under tariff. Internet access and cellular service is procured under MTM arrangements. Two cellular carriers are used to provide a continuous comparison of rates and coverage.

The exception was an agreement made to procure a high-speed WAN for Internet access circuits at tariffed rates reflecting a multi-year term so as to minimize monthly rates. A copy of the term agreement (not a contract) is attached as Exhibit 1.

Telephone system maintenance service (Form 471# 434624) is provided under a multi-year Master Purchase Agreement dated March 4, 2002. Rates for FY 2004 are covered by a supplemental attachment signed by Poughkeepsie on January 10, 2004, after properly re-bidding the service under a separate Form 470 (# 463830000479524). A copy of the supplemental attachment contract is attached as Exhibit 2. NEC Network Business Solutions is the only authorized dealer for this type of equipment in the Poughkeepsie area (Check?).

Contracts for Internal Connection equipment and wiring were based on the only quotations received under the district's primary Form 470 (# 338990000479401). These vendor bids were for non-overlapping services, so a competitive bid assessment was not required.

A summary of the discussions with two other vendors responding to the districts Form 470s is attached as Exhibit 3.

4) Contracts and/or other agreements

The term agreement for the Hudson Valley Data Net access WAN, and the supplemental contract for the NEC PBX maintenance, are attached as Exhibits 1 and 2, respectively, as referenced above.

Quotations and implementing contractual agreements for the network equipment and wiring are included in Item 21 Attachments #1-11 in Form 471 # 434655.

5) Consulting Agreements

A copy of the Tel/Logic (d.b.a. E-Rate Central) consulting agreement and fee quotation for Poughkeepsie dated November 13, 2003, is provided as Exhibit 4. The E-rate services described therein are provided under a New York State Office of General Services' contract for professional services as indicated at http://www.ogs.state.ny.us/asp/purchase/snt/consulting/CompanyDetail.asp?Customer_ID=411.

6) Correspondence

As an E-rate consultant, E-Rate Central does not participate in its client's competitive bidding process. Poughkeepsie and E-Rate Central's other clients do receive explanatory cover memos on all E-rate forms and letters, and weekly news updates on program developments, all of which are available upon request.

Part II: Information Regarding the Item 25 Certification

Section I: Connectivity

Subsection I-A. Commitment Amount Requested

As indicated in Table 2, the "Commitment Request" amounts shown differ slightly from those of the *Item 25 Worksheet*. The difference is attributed solely to the discount rate used for FRN 434655 that was entered by the SLD as 87% but should actually be 82%.

Subsection I-B. Form 471 Applicant's Share

As indicated in Table 2, the "Applicant Share – Eligible Only" amounts shown also differ slightly from those of the *Item 25 Worksheet*. Again, the difference is attributed to the discount rate used for FRN 434655.

A copy of Poughkeepsie's budget for 2004-2005, together with the approved and year-to-date figures for the preceding year, are attached as Exhibit 5. Please note that, although the budget is labeled as "proposed," the budget was approved by the voters on May 18, 2003.

Subsection I-C. Amounts not covered by E-rate

See Item 25 Worksheet.

Sections II through VI: Hardware, Professional Development, Software, Retrofitting and Maintenance

See Item 25 Worksheet.

Planned expenses for the undiscounted share of E-rate services, hardware and software, staff development, maintenance and retrofitting are included under a number of accounting codes. Technology related requirements are budgeted primarily under the categories/codes shown in Table 3. Additional donation/in-kind funding for staff development is provided through a cooperative program with Marist College.

Major funding for retrofitting is being provided under a \$27 million capital project budget, as referenced in Poughkeepsie's technology plan. A copy of a recent and representative invoice for retrofitting work is provided in Exhibit 6 (note: the suffix indicators shown under the Description of Work are "MAT" for materials and "LAB" for labor).

RESOURCE PLAN: FAX BACK PAGE 2

Funds for computer and electrical upgrades to accommodate wireless access points and additional network wiring have been set aside as a part of the \$27 million capital project initiated in 2003-2004. The capital improvement project includes funds a new high school Math/Science and technology wing. Additional funds are available in the general operating budget to purchase additional hardware and software, and to provide supporting professional development and maintenance resources.

Technology Plan

A copy of Poughkeepsie's most recent technology plan (Revisions IV), covering FY 2004-2006, is attached as Exhibit 7. The technology plan has been submitted to the Mid-Hudson Regional Information Center for review.

E-RATE IMPLEMENTATION DESCRIPTION: FAX BACK PAGE 3

As indicated in the attached technology plan, Poughkeepsie currently has district-wide WAN network operating at sub-T1 speeds. The major project for FY 2004 is to upgrade this WAN with shared 50 Mbps services, with Internet connectivity at 5 mbps (see Exhibit 1).

All buildings are outfitted with LANs for data and Internet distribution providing networked telephone and workstation connectivity from any classroom or office. A closed circuit television system is also available in each building.

Table 1

Poughkeepie Funding Requests — FY 2004

Part I: Item 3: Vendor Selection Process

Service Provider	FRN(s)	Service	Number of Bids	Type	Comments of Procurement Process
Telecommunications					
AT&T Corp.	1211470	Long distance telephone service	0	Tariff	Continuation of service from previous year(s)
Nextel of New York	1211472	Cellular telephone service	0	MTM	Continuation of service from previous year(s)
Verizon	1211469	Local telephone service	0	Tariff	Continuation of service from previous year(s)
Verizon Wireless	1211471	Cellular telephone service	0	MTM	Continuation of service from previous year(s)
Telecom/Internet Access					
Hudson Valley Data Net LLC	1211467 1211468	WAN and Internet Access	2	MTM	One bidder could provide only T-1 access
Internal Connections					
NEC Business	1211450	PBX Maintenance	1	Contract	Re-bid for addendum to previous contract
Microcomputer Office	1211573 - 1211576	Installation and maintenance	1	Contract	
Open Systems Technologies	1211567 - 1211572 & 1211577	Network equipment, installation, and maintenance	1	Contract	Individual project components quoted and contracted for separately
Avaya	N/A	Undefined	1*	N/A	*No actual bid; services proposed not requested

Table 2

Poughkeepsie Funding Requests — FY 2004**Part II: Section I: Confirmation of Amounts**

Service Provider	Form 471 #	Pre-discount		Discount Rate	Commitment Request	Applicant Share		
		Total	Ineligible			Eligible	Eligible Only	Incl. Ineligible
Telecommunications								
AT&T Corp.	434629	3,276.00		3,276.00	87%	2,850.12	425.88	425.88
Hudson Valley Data Net LLC	434629	138,000.00		138,000.00	87%	120,060.00	17,940.00	17,940.00
Nextel of New York	434629	24,000.00		24,000.00	87%	20,880.00	3,120.00	3,120.00
Verizon	434629	12,000.00		12,000.00	87%	10,440.00	1,560.00	1,560.00
Verizon Wireless	434629	3,192.00		3,192.00	87%	2,777.04	414.96	414.96
Subtotal		180,468.00		180,468.00		157,007.16	23,460.84	23,460.84
Internet Access								
Hudson Valley Data Net LLC	434629	12,000.00		12,000.00	87%	10,440.00	1,560.00	1,560.00
Internal Connections								
NEC Business	434624	35,282.04		35,282.04	87%	30,695.37	4,586.67	4,586.67
Microcomputer Office	434655	19,661.22		19,661.22	80%	15,728.98	3,932.24	3,932.24
Microcomputer Office	434655	19,661.22		19,661.22	90%	17,695.10	1,966.12	1,966.12
Microcomputer Office	434655	19,661.22		19,661.22	80%	15,728.98	3,932.24	3,932.24
Microcomputer Office	434655	17,000.00		17,000.00	82%	13,940.00	3,060.00	3,060.00
Open Systems Technologies	434655	21,115.50		21,115.50	87%	18,370.49	2,745.02	2,745.02
Open Systems Technologies	434655	187,253.02		187,253.02	87%	162,910.13	24,342.89	24,342.89
Open Systems Technologies	434655	9,153.00		9,153.00	80%	7,322.40	1,830.60	1,830.60
Open Systems Technologies	434655	6,237.00		6,237.00	90%	5,613.30	623.70	623.70
Open Systems Technologies	434655	6,237.00		6,237.00	80%	4,989.60	1,247.40	1,247.40
Open Systems Technologies	434655	10,557.75		10,557.75	87%	9,185.24	1,372.51	1,372.51
Open Systems Technologies	434655	3,467.00		3,467.00	80%	2,773.60	693.40	693.40
Subtotal		355,285.97		355,285.97		304,953.18	50,332.79	50,332.79
Total		547,753.97		547,753.97		472,400.34	75,353.63	75,353.63

Table 2a

Poughkeepsie Funding Requests — FY 2004**Part II: Section I: Confirmation of Amounts**

Service Provider	Form 471 #	Pre-discount		Discount Rate	Commitment Request	Applicant Share		
		Total	Ineligible			Eligible	Eligible Only	Incl. Ineligible
Telecommunications								
AT&T Corp.	434629	3,276.00		3,276.00	87%	2,850.12	425.88	425.88
Hudson Valley Data Net LLC	434629	138,000.00		138,000.00	87%	120,060.00	17,940.00	17,940.00
Nextel of New York	434629	24,000.00		24,000.00	87%	20,880.00	3,120.00	3,120.00
Verizon	434629	12,000.00		12,000.00	87%	10,440.00	1,560.00	1,560.00
Verizon Wireless	434629	3,192.00		3,192.00	87%	2,777.04	414.96	414.96
Subtotal		180,468.00		180,468.00		157,007.16	23,460.84	23,460.84
Internet Access								
Hudson Valley Data Net LLC	434629	12,000.00		12,000.00	87%	10,440.00	1,560.00	1,560.00
Internal Connections								
NEC Business	434624	35,282.04		35,282.04	87%	30,695.37	4,586.67	4,586.67
Microcomputer Office	434655	19,661.22		19,661.22	80%	15,728.98	3,932.24	3,932.24
Microcomputer Office	434655	19,661.22		19,661.22	90%	17,695.10	1,966.12	1,966.12
Microcomputer Office	434655	19,661.22		19,661.22	80%	15,728.98	3,932.24	3,932.24
Microcomputer Office	434655	17,000.00		17,000.00	87%	14,790.00	2,210.00	2,210.00
Open Systems Technologies	434655	21,115.50		21,115.50	87%	18,370.49	2,745.02	2,745.02
Open Systems Technologies	434655	187,253.02		187,253.02	87%	162,910.13	24,342.89	24,342.89
Open Systems Technologies	434655	9,153.00		9,153.00	80%	7,322.40	1,830.60	1,830.60
Open Systems Technologies	434655	6,237.00		6,237.00	90%	5,613.30	623.70	623.70
Open Systems Technologies	434655	6,237.00		6,237.00	80%	4,989.60	1,247.40	1,247.40
Open Systems Technologies	434655	10,557.75		10,557.75	87%	9,185.24	1,372.51	1,372.51
Open Systems Technologies	434655	3,467.00		3,467.00	80%	2,773.60	693.40	693.40
Subtotal		355,285.97		355,285.97		305,803.18	49,482.79	49,482.79
Total		547,753.97		547,753.97		473,250.34	74,503.63	74,503.63

Table 3

Poughkeepsie Budget — FY 2004

Approved: May 18, 2004

Budget Codes	04-05 Budget	Technology Services Covered
1620.401:	180,000	Telephone
1621.402/409:	189,673	Retrofitting – general fund budget
1680 All:	248,400	Hardware, software, maintenance, and staff development
2010 All:	276,900	Staff development
2070 All:	60,000	Staff development
2110.200:	88,365	Hardware and software
2110.403	28,573	Staff development - regular school
2250.473:	110,000	Maintenance
2610.160/400:	171,100	Maintenance
2630.200/220:	130,000	Technology-specific hardware
2630.402:	55,000	Internet
2630.490:	30,000	Technology-specific staff development and technical support
2630.461:	85,000	Software
2630 Other:	<u>109,400</u>	Other technology-specific expenses
	1,762,411	
<u>In-Kind Donations</u>		
Marist College	30,000	Staff development – collaborative effort with Marist and IBM

ITEM 25 WORKSHEET SUMMARY: FAX BACK PAGE 1

Item 25 Worksheet Summary	Funding Year 2003	Funding Year 2004
Please Add Subtotals of Sections I through VI	(07/01/03-06/30/04)	(07/01/04-06/30/05)

Section I: Connectivity**I-A. Commitment Amount Requested**

• Telecom	\$157,007.16
• Internet Access	\$10,440.00
• Internal Connections	\$305,803.19
Total of Funding Requests (I-A)	\$473,250.35

I-B. Form 471 Applicant's Share

• Telecom	\$23,460.84
• Internet Access	\$1,560.00
• Internal Connections	\$49,482.79
Total of Applicant Share (I-B)	\$74,503.63

I-C. Amounts not covered by E-Rate

• Telecom	\$
• Internet Access	\$ 6,000.00
• Internal Connections	\$ 4,000.00
Total of Amounts Not Covered (I-C)	\$

Total Connectivity (I-A + I-B + I-C) \$ 557,753.98

Section II: Hardware

II-A. Number of Computers Connected	13a. # 1136	13b. # 1205
II-B. Number of Servers Connected	14a. # 5	14b. # 8
II-C. Number of Data/Voice Drops Installed	15a. # 1600	15b. # 2100
II-D. Applicant Expenditure	16a. \$ 130,000.00	16b. \$ 130,000.00
II-E. Contribution / In-Kind Donations	17a. \$ 4,000.00	17b. \$
Total Hardware (II-D + II-E)	18a. \$ 134,000.00	18b. \$ 130,000.00

Section III: Professional Development**III-A. Staff Training Hours (Total 100%):**

0-5 Hrs. 40% 5-15 Hrs. 30% 15-25 Hrs. 20% 25-50 Hrs. 10% 50+ Hrs. %

III-B. Applicant Expenditure	20a. \$ 40,000.00	20b. \$ 40,000.00
III-C. Contribution / In-Kind Donations	21a. \$ 30,000.00	21b. \$ 30,000.00
Total Professional Development (III-B + III-C)	22a. \$ 70,000.00	22b. \$ 70,000.00

Section IV: Software

IV-A. Applicant Expenditure	23a. \$ 89,000.00	23b. \$ 85,000.00
IV-B. Contribution / In-Kind Donations	24a. \$	24b. \$
Total Software (IV-A + IV-B)	25a. \$ 89,000.00	25b. \$ 85,000.00

Section V: Retrofitting

V-A. Applicant Expenditure	26a. \$	26b. \$
V-B. Contribution / In-Kind Donations	27a. \$	27b. \$
Total Retrofitting (V-A + V-B)	28a. \$	28b. \$

Section VI: Maintenance

VI-A. Applicant Expenditure	29a. \$ 18,000.00	29b. \$ 25,000.00
VI-B. Contribution / In-Kind Donations	30a. \$	30b. \$
Total Maintenance (VI-A + VI-B)	31a. \$ 18,000.00	31b. \$ 25,000.00

Total of E-Rate Initiative (Total of Section I to VI) 32a. \$ 32b. \$ 867,753.98

Technology Implementation Level (Enter Number of schools/libraries at each level from worksheet)

Level 1 current: Level 2 current: Level 3 current: Level 4 current: 9

Level 1 by 6/30/05: Level 2 by 6/30/05: Level 3 by 6/30/05: Level 4 by 6/30/05: 9

For Consortium applicants choosing to provide a response on a **disaggregated** basis:

Block 4 Entity Name: _____ Entity Number: _____

Item 25 Worksheet Summary page: _____ of _____

RESOURCE PLAN: FAX BACK PAGE 2

Resource Plans and Investments: On this worksheet you are asked to estimate any relevant investments in the resources you need to make effective use of requested E-rate services that happened prior to Funding Year 2003 covered on the *Item 25 Worksheet Summary: Fax Back Page 1* as well as any other resources that are available to you but which are not represented on the *Item 25 Worksheet*. Please use this space, or attach an additional page, to provide narrative information about both your plans and strategies for securing the necessary resources to make effective use of the requested services and previous years' investments in technology. You may use the space below to cross reference sections of your approved technology plan, your budget, or other relevant documentation. If you have made a significant investment in technology prior to Funding Year 2003, please summarize these resources that are already in place. If you have applied for matching funds or grants from other sources that have not been approved yet, please note it. Include all information about resources that you have available to make effective use of E-rate funding.

Note: See E-Rate Selective Review Information Response

E-RATE IMPLEMENTATION DESCRIPTION: FAX BACK PAGE 3


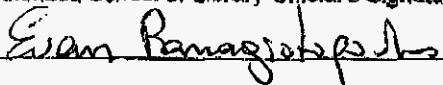
E-rate Implementation: On this worksheet please describe your overall strategy for implementing your E-rate requests this year, noting especially any differences if not all of your facilities are at the same technology implementation level. Please give us an overall picture of what you are trying to accomplish so that we can better understand how the requested services will work in conjunction with the resources that you have identified throughout this document.

Note: See E-Rate Selective Review Information Response

E-RATE IMPLEMENTATION DESCRIPTION: FAX BACK PAGE 4

Selective Review Information Request Completion Certification

If the applicant's authorized representative completed the information in this document, please attach a copy of the letter of agency or other agreement between the applicant and consultant authorizing them to act on the school or library's behalf. For the purposes of this form, in the Employer's Name field, a consultant should enter the name of his or her consulting firm.

Name Winston E. Himsworth		Title E-rate Consultant	
Email Address whimsworth@e-ratecentral.com		Telephone 516 Office 832-2881 Fax 832-2877	
Employer's Name E-Rate Central			
Employer's Street Address 2165 Sanford Ave. Rm 217, Sanford		State NY	Zip Code 11783
Billed Entity Name POUGHKEEPSIE CITY SCHOOL DIST		Billed Entity Number 124259	
Funding Year 2004 Forms 471 Application Numbers 434624, 434629, 434655			
<p>I certify that I prepared the responses in this document on behalf of the above named entity. I certify that despite any budget deficits, fund-raising effort shortfalls, or other uncertainties that the funding source(s) identified for my applicant share of E-rate will not be affected.</p>			
Authorized Signer's Signature 		Date 5/20/04	
Authorized School or Library Official's Signature 		Date 5/20/04	

Selective Review Information Request Checklist:

Remember to include all of the following in your response:

- ✓ Copies of signed and dated contracts relating to the Form(s) 471 for all contracted services, except those contracts that are state master contracts.
- ✓ Copies of all requests for proposals, etc., where a vehicle other than the Form 470 was used for procurement.
- ✓ Copies of all bids that were received for all funding requests.
- ✓ Complete documentation regarding the process used for selecting your service provider(s).
- ✓ Copies of any consulting agreements.
- ✓ Correspondence between the consultant/service provider and the school/library regarding the competitive bidding process and the application process.
- ✓ Copy of your technology plan that supports your funding request for Funding Year 2004.
- ✓ Fax Back Pages 1-4.
- ✓ Approved operating budget which includes both revenues and expenses or alternative budget documentation.
- ✓ Letter of agency or agreement if responder is authorized representative of the eligible entity, if required.

Library Media and Technology Services
Evan Panagiotopoulos, Director
70 Forbus Street, Poughkeepsie, New York 12603

May 20, 2004

Schools and Libraries Division
2120 L Street, N.W., Suite 600
Washington, DC 20037

To whom it may concern:

This letter will confirm that we have engaged E-Rate Central to assist in our E-rate application and processing activities for the remainder of this year and for 2004-2005. To facilitate this assignment, we have authorized E-Rate Central personnel, including Bretton L. Himsworth and Winston E. Himsworth, to respond on our behalf to SLD/PIA requests relating to our FCC Forms 470, FCC Forms 471, and other E-rate forms and matters.

Please be advised that E-Rate Central does not provide us with any services that are eligible for E-rate discounts, nor does E-Rate Central have responsibility for our selection of vendors providing such services.

Sincerely,



Evan Panagiotopoulos
Library Media and Technology Director

Poughkeepsie City School District
11 College Avenue, Poughkeepsie, NY 12603

January 25, 2004

Hudson Valley Data Net
900 Corporate Boulevard
Newburgh, New York 12550
SPIN: 143022679

Dear Mr. Sandfort:

This letter is to notify you of our decision to subscribe to a 5 year contract for Internet Access from Hudson Valley Data Net. As per the agreement (Appendix A) all 10 schools will share a bandwidth of 50Mbit/sec and the High School will have Internet connectivity at 5Mb/sec. The monthly recurring charge is \$11,500.00.

The procurement of the internal connections and network maintenance will be dependant upon the following conditions:

- 1 - Final approval of next year's fiscal budget.
- 2 - Contract information by next year's school board.
- 3 - Award of associated E-rate funding.

Sincerely,



Evan Panagiotopoulos
Director of Technology

Hudson Valley DataNet Master Service Agreement

This Agreement (Agreement) is entered into by and between Hudson Valley DataNet, LLC (DataNet), a Delaware limited liability company, located at 900 Corporate Blvd, Newburgh, NY 12550 and Poughkeepsie City School District Board of Education, with its principal place of business located at 11 College Avenue, Poughkeepsie, NY 12603-3313 (Customer or PCSD), for the purpose of DataNet providing Customer with the Telecommunications Services (Services) set forth and outlined in Appendix A, which is made a part hereof by this reference as fully as though set forth herein at length.

1. **Period of Agreement:** This Agreement is for a period of 60 months (Initial Term) from the date of full deployment of Services and shall thereafter be automatically renewed for a period of 1 year, unless written notice is received by DataNet a minimum of 30 days prior to the expiration date of the Customer's intent not to renew the Agreement. In the event the Service Commitment Period of an additional Service Order extends beyond the Period of the Initial Term Date, the Service will remain in effect for the agreed upon Service Commitment Period, subject to all the terms and conditions of this Agreement as if it were still in effect with respect to the Services.
2. **Privacy:** The terms of this Agreement are the proprietary information of both DataNet and the Customer, and are not to be disclosed under any circumstances without the written permission of both parties, unless so required by law.
3. **Assignment:** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Upon written notice, DataNet may assign this Agreement to any subsidiary, parent or to an entity affiliated with DataNet, or to DataNet's successor pursuant to any reorganization or merger of its business, or pursuant to any sale or transfer of all or substantially all of its assets. No other assignment by DataNet will be permitted without the prior written consent of the Customer, which consent shall not be unreasonably withheld or denied.
4. **Service:** DataNet will provide to Customer the use of the Services as ordered by Customer on a DataNet Service Order shown in Appendix A (Service Order). Services will be established in accordance with the Provisioning and Installation process set forth in Appendix B. Customer may use the Services for all lawful telecommunications purposes, but Customer shall in no event be deemed to have a greater right to use the Services than that which DataNet may legally provide under applicable Federal and State laws and regulations. In the event that Service includes Internet access service, Customer will execute and abide by the Authorized Use Policy (AUP) Appendix F.
5. **Service Charges:** Customer agrees to pay all monthly recurring charges (MRC), non-recurring charges (NRC), taxes, fees and other similar charges that arise out of Customer's use of the Services, or legally entitled to be collected by DataNet as a direct result of DataNet's provision and/or arrangement for Service to Customer under a Service Order. These monthly recurring and non-recurring charges are set forth in each Service Order as listed in Appendix C (Pricing Terms and Length of Agreement). Those charges listed in Appendix C do not include applicable

fees and charges such as access or egress (or related) charges imposed by third parties; taxes, tax-related or tax-like surcharges; or other similar charges. Customer agrees to pay all additional charges, to the extent applicable, in addition to the charges set forth in this Agreement.

6. **Invoice:** The MRC for an initial partial month of Service (if applicable) shall be pro-rated for that portion of said partial month of Service in which Service is actually provided, and may be invoiced upon initiation of such Service. On an ongoing basis, DataNet will invoice Customer for Service charges each month for that month, at the beginning of the month's Service. NRC shall be invoiced upon receipt by DataNet of each Service Order. Customer shall pay all invoices (MRC, NRC) within 25 days of the date of the invoice (Due Date) without reduction, set-off or adjustment and send its payments to the address specified on the invoice. DataNet may impose a late payment charge, if payment is not received by the Due Date, of the lower of one and one-half percent (1.1/2%) per month or the maximum rate allowed by law on the non-disputed amounts due under any invoice not paid by the Due Date.
7. **Service Commencement:** Service Commencement shall be determined using the following criteria:
 - a) Completion of testing by DataNet and Acceptance by customer/or
 - b) If after two (2) Business Days from completion and turn over to customer, customer does not attach equipment or reject service, service will be deemed accepted/ or
 - c) In a multiple node network, Service Commencement will begin upon completion of a minimum of two nodes. Both parties, in writing, prior to contract signing, shall agree upon any exceptions.
 All Service Charges will begin on the Service Commencement Date. This date will be used to calculate Service Start date and Service End date.
8. **Suspension of Service:** DataNet may, at its sole discretion, but with at least 10 days written notification to the Customer, suspend Service if payment has not been received by the Due Date. DataNet will restore Service if DataNet receives payment of all current and overdue charges. Service will only be restored after payment is received, and within 72 hours of said receipt. DataNet will assess a Service restoration fee of up to \$750 to restore Service after suspension of Service for nonpayment.
9. **Early Termination:** If Customer cancels or terminates this Agreement prior to the end of the initial term, or terminates a Service Order prior to the end of its term, except if early termination is due to DataNet's inability to deliver Services as per Appendix A, or if Customer fails to receive USAC SLA e-rate commitments, per conditions delineated below, Customer agrees to pay DataNet a termination charge, as liquidated damages and not as a penalty or forfeiture as follows: (i) all applicable unpaid non-recurring charges (NRC) specified in a Service Order or Attachment C, plus (ii) all disconnection, early cancellation or termination charges payable to third parties incurred by DataNet on Customer's behalf relating to the Service in that Service Order, plus (iii) 100% of the balance of the value of the MRC for

the remaining term of the Agreement. All termination charges shall be due and payable within thirty (30) days of the effective date of termination. Customer shall be liable for any penalty incurred by DataNet with respect to the third party provider of Off-Net Service and any special construction and unrecoverable costs that DataNet has incurred in efforts to establish and provide Services pursuant to the Service Order and this Agreement. Notwithstanding any provision or inference to the contrary contained herein, any monetary sums deemed to be due and payable under this Agreement or Service Order shall survive its termination indefinitely. If Customer is unable to obtain any funding (hereinafter referred to as "E-Rate Funding,") for the Services defined herein from the Universal Service Administration Company, Schools and Libraries Division of the federal government (hereinafter referred to as "USAC -SLD"), and, if and only if Customer has made best efforts to obtain such funding, then, beginning with the period of time for which said e-rate funding has been denied, Customer may choose to reduce Services herein along either of the following options: 1.) Customer may elect to reduce Services to 10 Mb Ethernet (hereinafter referred to as "Contingent Reduced Services") as defined in Appendix A, for the Service fees defined in Appendix D under "Contingent Reduced Services," for the duration of the Agreement, or until said E-Rate Funding becomes available, whichever is first, or 2.) Customer may terminate this agreement according to all of the provisions of this paragraph, except that the component of the fees which the Customer will pay if terminating defined above as "(iii) 100% of the balance of the value of the MRC for the remaining term of the Agreement" shall be modified as follows: (iii) 100% of the balance of the value of the MRC for the remaining term of the Agreement if cancelled during the first year of Service defined herein, or 75% of the balance of the value of the MRC for the remaining term of the Agreement if cancelled during the second or third year of Service defined herein, or 50% of the balance of the value of the MRC for the remaining term of the Agreement if cancelled during the fourth year of Service defined herein, or 25% of the balance of the value of the MRC for the remaining term of the Agreement if cancelled during the second or third year of Service defined herein. All other terms, conditions, and charges under this paragraph would apply.

10. **Guarantee of Service:** Hudson Valley DataNet guarantees that its Service will be online and available 99.9% of the time as measured over any 30-day period ("A" Service level, see Appendix C). In the event that 0.1% downtime is exceeded in any given month, DataNet will credit Customer with one full days usage (1/30th of MRC). This guarantee applies to normal operating conditions, and does not cover Service outages due to a Force Majeure Event as defined in Section 19. DataNet is not responsible for business losses, loss of revenue, or other damages as a result of Service outages, regardless of the cause. DataNet also provides Service guaranteed to higher levels of reliability by establishing physically redundant network loops and/or networks with guaranteed backup protection links. If extended reliability Service is provided, see definitions in Appendix C.

11. **Liability and Warranties:** Except as otherwise set forth in this Agreement, DataNet makes no warranties, representations, or other Agreements, express or implied with respect to the Service, including, without limitation, the implied warranties of merchantability or fitness for a particular purpose. In no event shall either party be liable for special, incidental, consequential, indirect or punitive damages, loss of revenue or profit, loss of goodwill, loss or use of any property, cost of substitute perform-

ance, equipment or Services, downtime costs and claims of either party for damages, even if such party is advised of the possibility of such damages. DataNet is not responsible for any warranty offered by the Customer to any third party. DataNet's entire liability for any claim, loss expense or damage under this Agreement or any Service Order shall in no event exceed the sum actually paid by Customer to DataNet for the Service, which gives rise to the claim. DataNet shall use all commercially reasonable efforts to maintain the Service to Customer as specified herein.

12. **Indemnification:** Subject to the limitations set forth in section 11, above, each party shall indemnify and hold the other harmless from and against all liabilities, claims, damages, losses, costs, expenses and judgments (including reasonable attorney's fees) and causes of action arising out of or in connection with this Agreement or any Service Order.

13. **Choice of Law:** The Parties agree that this Agreement shall be governed by and construed in accordance with the laws of the State of New York. Parties agree that any action or suit commenced pursuant to or in respect of this Agreement shall be brought in the State or Federal courts situated in Orange or Westchester Counties, New York.

14. **Material Change in Law:** If any Regulatory Requirement has the effect of canceling, changing or superseding any material term or provision of this Agreement, then this Agreement will be deemed modified in such a way as the parties mutually agree is consistent with the form, intent and purpose of this Agreement and is necessary to comply with the Regulatory Requirement. If the parties cannot agree to modifications necessary to comply with a Regulatory Requirement within thirty (30) days after the Regulatory Requirement is effective, then either party may terminate this Agreement and/or any Service Order impacted by the Regulatory Requirement effective as of the date of notice by providing written notice to the other party.

15. **Notices:** All notices, demands, requests, or other communications which may be, or are required to be, given or served, or sent by any party to any other party pursuant to this Agreement shall be in writing and will be deemed to have been duly delivered or given when: (i) delivered by hand (with written confirmation of receipt) before 5:00 p.m. EST on a business day (or otherwise on the next succeeding business day); (ii) sent by facsimile before 5:00 p.m. EST on a business day (or otherwise on the next succeeding business day) and a written confirmation of the transmission is received by the sender; or (iii) the next business day after being deposited for delivery with a nationally recognized overnight delivery service, such as Federal Express, and addressed or sent, as the case may be, to the appropriate addresses or facsimile numbers set forth on the Cover Sheet. Each party may designate by notice in writing a new address, to which any notice, demand, request or communication may thereafter be so given, served or sent.

16. **Severability:** Except for Sections 1, 5, 7, 8, 9 and 10 of this Agreement which are the essence of this Agreement and reflect the vital and central Agreement of the parties with respect to the subject matter hereof and without which their bargain would not have been consummated, each provision of this Agreement is severable from the whole, and if one provision is declared invalid, the other provisions shall remain in full force and effect.

17. **Credit Application:** DataNet may require Customer to submit a fully executed Credit Application prior to accepting a Service Order. The credit check may result in a requirement for a Security Deposit equal to two (2) months Service charge. This deposit, and/or the requirement to submit a credit application, may be waived solely at the discretion of DataNet. In the event Customer does not maintain a timely payment history, DataNet may require additional deposits and/or require the submission of a new credit application. DataNet will return any deposit obtained at the end of the term of the contract.

18. **Regulatory Costs:** DataNet and Customer recognize that from time to time, Local, State and Federal Government agencies may impose additional taxes, assessments, franchise fees, and other forms of regulatory fees beyond the control of, or the scope of this Agreement. DataNet will pass on these additional costs in the form of a line item on Customer invoice entitled Regulatory fees.

19. **Force Majeure:** Neither party shall have any liability to the other solely by virtue of the occurrence of a Force Majeure Event, whether such Force Majeure Event occasions a default or otherwise engenders a potential liability. A Force Majeure Event shall include, but not be limited to, events such as vandalism, acts of God, fire, flood, storms and storm damage, acts of war, terrorism, sabotage, riot or other civil disorders, actions of civil or military authorities, accidents of all types, and any and all other acts which are out of the control of DataNet. Lack of funds to make any required payment by Customer shall not be construed to be a Force Majeure Event.

20. If Customer elects during the term of this Agreement to receive these Services from DataNet under the auspices of Dutchess County BOCES, (hereinafter referred to as "DCBOCES") DataNet will provide the Services defined herein or similar Services through DCBOCES, as long as there is no financial cost or harm to DataNet.

This Agreement is the complete agreement between the parties hereto concerning the subject matter of this Agreement and replaces any prior oral or written communications between the parties. There are no conditions, understandings, agreements, representations, or warranties, expressed or implied, which are not specified herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed. Each party warrants and represents that its respective signatories whose signatures appear below have been and are on the date of signature duly authorized to execute this Agreement.

Signed by:

HUDSON VALLEY DATANET, LLC

By: John Galanti Date: _____
(Print Name)

Name: _____ Title: President
(Signature)

CUSTOMER

By: EVAN PANAGIOTOPoulos Date: 1/30/04
(Print Name)

Name: [Signature] Title: Technology Director
(Signature)

List of Attachments

Appendix A
Appendix B
Appendix C
Appendix D
Appendix E
Appendix F

Service Order
Provisioning & Installation
Level of Service Classifications
Pricing Terms & Length of Agreement
Access Agreement
Acceptable Use Policy

Appendix A

Hudson Valley DataNet Service Order

Page 1 of 3

DataNet's service is defined as DataNet establishing physical connectivity to the DataNet network at the data rate (bandwidth) and in the digital or telephonic protocol specified by the customer in this Agreement. The physical connection may be fiber optic, coaxial, wireless, or twisted pair copper, depending on the customer's needs and DataNet's choice, based on DataNet's engineering judgment.

For multiple locations, the customer will specify the addresses and/or location(s), the physical position(s) within that location(s), the service required at each location, the data format(s) required, and the interconnection requirements to other networks, e.g. Internet portal access, or connectivity to another telephone service provider.

There is no physical, electrical, or optical redundancy or diversity in this standard class of service. See Appendix C for service level definitions and the physical connectivity provided for these service levels and select grade of Service required.

For this Agreement, the Customer requests Level of Service Classification "A" as defined in Appendix C

For this Agreement, the Customer requests connectivity at the listed location(s) defined below:

1. Gov. George Clinton School @ 100 Montgomery St, Poughkeepsie, NY 12601
2. Circle of Courage Learning Community 160 Union Street, Poughkeepsie, NY 12601
3. Christopher Columbus School @ 18 South Perry St, Poughkeepsie, NY 12601
4. Morse Young Child Magnet School @ 101 Mansion Street, Poughkeepsie, NY 12601
5. C.B. Warring Magnet Academy of Science/Technology @ 283 Mansion St., Poughkeepsie, NY 12601
6. W.W. Smith Humanities Magnet School @ 372 Church Street, Poughkeepsie, NY 12601
7. George W Krieger School @ 265 Hooker Ave, Poughkeepsie, NY 12601
8. Poughkeepsie Middle School @ 55 College Ave, Poughkeepsie, NY 12603
9. Poughkeepsie High School @ 70 Forbus Street, Poughkeepsie, NY 12603
10. Central Administration @ 11 College Ave., Poughkeepsie, NY 12603

The bandwidth and data format/protocol for this/these location(s) are defined as follows:

1. A fifty (50) megabit /second point-to-point wide area network (WAN) with fifty (50) megabit/second ports at the aforementioned sites.
2. Five (5) megabits/second internet connectivity to Poughkeepsie High School @ 70 Forbus Street, Poughkeepsie, NY 12601

Contingent Reduced Services: If Customer is unable to obtain E-Rate Funding for the Services defined herein from the USAC -SLD, per terms of Paragraph 9 of this Agreement, then Customer may elect to reduce Services to "Contingent Reduced Services" defined as follows:

1. Connectivity to all the above sites shall remain in service.
2. The bandwidth of the wide area network, and each of the port speeds shall be reduced to 10 Mb/s.

ATTACHMENT
PARTS AND LABOR COVERAGE
NEC BUSINESS NETWORK SOLUTIONS, INC.

Customer Number: 101724

Contract Number:

This Attachment supplements the Master Purchase Agreement signed March 4, 2002, by and between NEC Business Network Solutions, Inc., having its principal place of business at 6555 N. State Highway 161, 8th Floor Irving, Texas 75039 (NEC), and Poughkeepsie Schools, having its principal place of business at 11 College Avenue, Poughkeepsie, NY 12603 ("Customer"). All the terms of the Master Agreement apply to this Attachment; however, to the extent that any provision of this Attachment, directly conflicts with any term or condition of the Agreement, the terms of this Attachment shall be deemed the controlling provision.

1. SERVICE

NEC agrees to provide **PARTS and LABOR COVERAGE** for the hardware equipment ("Equipment") listed in the **Schedule of Maintenance Coverage** (collectively, such Equipment and software is referred to as the "System"), installed at *See schedule of maintenance coverage (the "Premises"), as set forth below.

(a) Definitions:**1) Principal Period of Maintenance ("PPM")**

The days and hours of the days when service is delivered to Customer

2) Service Level Agreement ("SLA")

The cumulative time in which NEC BNS will make best commercial reasonable effort to respond to (Response Time) Customer's reported maintenance incident.

3) Response Time

Response Time is measured according to the PPM. If PPM is less than 24 hours per day, 7 days a week, then Response Time is measure within that PPM. Response Time begins upon receiving maintenance service request, and verification of problem found and dispatch or remote labor required to affect repairs.

4) Major System Failure

A general inability of the PBX system to receive incoming or originate outgoing calls, or a majority of either the Central Office trunks or Tie trunks are inoperable, or more than 25% of either the stations or terminals are inoperable.

5) Time and Materials (T&M) Rates

In the absence of other contractual agreement, T&M is the prevailing local dispatch labor rate, plus list price of materials required to affect repairs.

- (b) Maintenance Services:** NEC shall, during the contract period, furnish all parts and services necessary to maintain the system in good working order, or provide such other coverage as specified in Schedule A. Any replacement parts may be either new or refurbished but equivalent to new in operation. Parts will be furnished on an exchange basis, and any parts removed shall become the property of NEC. NEC shall dispatch service personnel to the Premises to perform necessary repairs, unless NEC is able to perform repairs from a remote location. NEC shall conduct remote diagnostic testing, when applicable. Any service specifically requested by Customer outside Standard PPM is billable at the then prevailing After-hours or Holiday time and materials rates, respectively, according to holidays observed by NEC BNS. After hours is one and one-half times the T&M rate, and Holiday is twice the T&M rate. Please indicate the service offering chosen by marking the appropriate box below:

☐ **Standard service only :** PPM is 9x5 (Monday through Friday, excluding holidays observed by NEC BNS, from 8 AM to 5 PM Customer local time zone). SLA is next business day following the request for routine maintenance service. However, NEC BNS will make best commercially reasonable effort to respond to major system failure within four hours as requested.

☒ **Premium service :** PPM is 24x7, and SLA is 4 hour response time to maintenance incidents of Major System Failure, and next business day response to routine incidents as required.

- (c) **Non-Covered Service:** NEC will attempt to respond to all requests for service. If service is required outside NEC's service hours, labor for such non-covered service calls will be chargeable to Customer in accordance with NEC's local prevailing hourly labor rates.

2. TERM

The term of this Attachment shall be 3 years, commencing on June 13, 2003. Unless one party notifies the other of its intent to terminate this Agreement at least thirty (30) days prior to the expiration of the term (or at the end of any one-year extension of the term, which may occur as provided below), the term shall be automatically extended for an additional one (1) year period(s) ("extensions"), upon the same terms and conditions contained herein, except that NEC may adjust its service rates to conform to NEC's prevailing local service rates for the next extension. NEC shall furnish Customer with a written notice of any proposed increase in NEC's service rates for the next extension at least thirty (30) days prior to the anniversary date of the original agreement. Unless Customer exercises its right to terminate as set forth above, the Customer shall be deemed to have agreed to the adjusted service rates for the next extension.

3. SERVICE FEE

- (a) Customer agrees to pay a fee of \$33,785.32 for the first year of this Agreement. NEC reserves the right to adjust the yearly fee for extensions of this Agreement. Customer shall make payment of the fees in advance, at the rate of (check one) \$33,785.32 for each ☐ annual or \$8,446.33 for each ☐ quarterly period during the term of this Agreement.
- (b) The fees under this Attachment do not include federal, state, or local taxes that may be applicable; such taxes will be additional billable items, which Customer agrees to pay unless Customer provides NEC with appropriate tax exemption documentation.

4. LIMITATION OF LIABILITY

IN ADDITION TO THE LIMITATIONS SPECIFIED BY THE APPLICABLE MASTER PURCHASE AGREEMENT, IN ALL SITUATIONS INVOLVING PERFORMANCE OR NONPERFORMANCE BY NEC UNDER THIS ATTACHMENT, THE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY IS TO (1) TERMINATE THIS AGREEMENT BY WRITTEN NOTICE TO NEC, AND (2) TO RECEIVE A PRO RATA REFUND OF ANY PRE-PAID MAINTENANCE SERVICE CHARGES, LESS ANY SUMS DUE AND OWING NEC.

5. EXCLUSIONS

- (a) This Agreement will not cover repair work in replacement of battery back up or expendable items such as headsets, paper, diskettes, and printer ribbons. This Agreement also will not cover service required when due to: (i) Customer's unauthorized maintenance or repair of the Equipment, (ii) Customer's unauthorized add, move, or changes to the Equipment, (iii) negligence, (iv) abuse, (v) connection to inappropriate power supplies, (vi) fire, flood, wind, lightning, or other similar acts of God, (vii) failure of Customer to maintain proper environmental conditions for the System (as stated in (b) below), (viii) improper wiring, installation, repair, or alteration of the Equipment by anyone other than NEC or its agents, (ix) software changes or attempted software changes in the System by persons not authorized by NEC, or (x) data base reprogramming required because of Customer error of any kind. If requested by Customer, repairs necessitated by any of the above excluded causes shall be performed by NEC at NEC's prevailing local rates for such services and/or materials.
- (b) The Customer is responsible for maintaining suitable environmental conditions for the System. Suitable conditions shall include, but not limited to, the provision of proper electrical power, air conditioning, and humidity control, and other environmental requirements described in Schedule B. The presence of asbestos, other hazardous materials, or unsafe conditions ("Hazards") on the Premises shall be deemed an unsuitable environment for the System and NEC shall be entitled to cease performance under this Agreement until such Hazards have been cured to NEC's satisfaction. Furthermore, Customer will indemnify and hold harmless NEC or its subcontractors or agents for harm caused by, or measures taken to deal with, such Hazards.

6. FORCE MAJEURE

If NEC's performance is prevented, delayed, or otherwise made impractical by reason of any flood, riot, fire, strike, explosion, war, governmental action, or regulation, or any other similar cause beyond the reasonable control of NEC, NEC shall be excused from such performance until the abatement of such causes(s).

7. ACCESS

Customer agrees to provide full accessibility to the Premises for NEC's employees to perform services and will make available to NEC a reasonable amount of secure space for storage by NEC of such maintenance parts as NEC deems necessary.

8. COVENANT NOT-TO-HIRE

Each party agrees not to hire or attempt to hire employees of the other party during the term and for a period of one (1) year after the term (including any renewal term) of this Attachment, without the express written consent of the other party. In the event of a breach of this covenant, the aggrieved party shall be entitled to recover as liquidated damages and not as a penalty an amount equal to the employee's last year's salary.

9. TERMINATION

- (a) If either party is in default of its obligations under this Agreement and such default continues for thirty (30) days after written notice is given by the party not in default, such non-defaulting party may (in addition to all other rights and remedies provided in the Agreement or by law) terminate this Agreement.
- (b) Notwithstanding (a) above, if either party becomes insolvent, enters voluntary or involuntary bankruptcy, or takes any measures generally designed for the relief of debtors, then the other party may (in addition to all other rights and remedies provided in the Agreement or by law) terminate this Agreement immediately without notice.
- (c) Cancellation - either party may with or without cause cancel this Agreement with 30 days written notice to the other. All cancellation notices should be sent to the address specified in Section 12 below, Attention: National Support Center, on Company letter head and contain the following information:
 - 1) Contract Number(s)
 - 2) Period of coverage that is to be cancelled
 - 3) List of products subject to the cancellation
 - 4) Date of intended cancellation (notice is not effective until receipt)
 - 5) Contact Information
- (d) Upon termination, cancellation, or expiration of this Agreement, each party shall promptly return to the other party all papers, materials, and properties of the other held by such party.
- (e) Should Customer elect to cancel this three (3) year agreement without cause, then a cancellation fee of \$25 per port for every month remaining in the term will be due and payable to NEC Business Network Solutions, Inc., upon the required 30 day written notice of cancellation to NEC.

10. ASSIGNMENT

Customer may not transfer or assign this Agreement to any third party without the express prior written consent of NEC. NEC may assign this contract to any parent company, subsidiary, or affiliate of NEC, or in connection with the sale of substantially all of the assets of NEC, without Customer's consent.

11. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the domestic laws of the State of Texas.

12. NOTICES

All notices required or permitted to be given under this Agreement shall be in writing and sent to each party at the address indicated below by certified U.S. mail or other delivery service providing the sender a signature upon receipt. Such notice shall be effective upon receipt.

Customer : Poughkeepsie Schools
Address: 11 College Ave
Poughkeepsie, NY 12603
Business:
Attention: Robert Watson

NEC Business Network Solutions, Inc.
Address: 6555 N State Highway 161, 8th Floor
Irving, TX 75039-2402
Facsimile: (214) 262-6378
Attention: Jennifer O'Malley

13. NON-WAIVER

The waiver by either party of any default or any obligation will not operate as a waiver of any subsequent default or excuse any future obligation.

14. COSTS

The non-prevailing party will pay all of the prevailing party's costs and expenses, including reasonable attorney's and collection fees, incurred in enforcing this Agreement.

15. ENTIRE AGREEMENT

This Attachment, along with the applicable Master Purchase Agreement, when executed by NEC and Customer, and approved by NEC, constitutes the entire agreement between NEC and Customer with regard to Customer's maintenance by NEC. Any alterations or modifications to this Attachment must be in writing, and must be executed by both an officer of NEC and the Customer. ANY ALTERATIONS OR MODIFICATIONS TO THIS ATTACHMENT, UNLESS MADE IN ACCORDANCE WITH THE ABOVE, SHALL BE VOID AND OF NO EFFECT.

IN WITNESS WHEREOF, Customer and NEC have entered into this Agreement, as indicated by the signatures of their authorized representatives below.

CUSTOMER

NEC BUSINESS NETWORK SOLUTIONS,
INC.

By: 

By: _____

Print Name: JEFFREY M. BAKER

Print Name: _____

Title: BUSINESS MANAGER

Title: _____

Date: 1/10/04

Date: _____

*If Customer is a corporation, indicate the position or office held by the person signing this Agreement on the title line. If Customer is a partnership, the Agreement must be signed by all partners (or at least a "managing partner") with the word "partnership" on the title line. If the Customer is an individual, insert the phrase "sole proprietor" on the title line.

*Schedule of maintenance coverage

Covered Systems Installed at Premises	UNIT	QTY	UNIT PRICE/MONTH	EXTENDED PRICE/MONTH
IPS2000	PORTS	80	\$2.25	\$180.00
100 Montgomery St., Poughkeepsie, NY				
IPS2000		88	\$2.25	\$198.00
283 Mansion St., Poughkeepsie, NY				
IPS2000		88	\$2.25	\$198.00
101 Mansion St., Poughkeepsie, NY				
IPS2000		72	\$2.25	\$162.00
265 Hooker Ave., Poughkeepsie, NY				
IPS2000		88	\$2.25	\$198.00
70 Forbus St., Poughkeepsie, NY				
2400 IPX		730	\$2.25	\$1,642.50
AD-40 16 ports				\$94.50
Aimworx - prorated 2 mos 18 days				\$69.17
Union Street, Poughkeepsie, NY				
IPS2000 prorated 9 mos 8 days		88	\$2.25	\$198.00
TOTAL MONTHLY PRICE				\$2,940.17
ANNUAL AMOUNT				\$35,282.04

Prorated total: \$ 33,785.33

Library Media and Technology Services
Evan Panagiotopoulos, Director
70 Forbus Street, Poughkeepsie, New York 12603

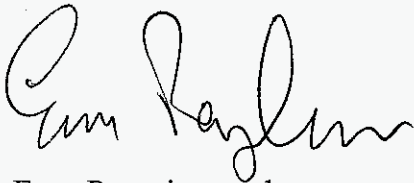
5/11/04

To Whom It May Concern:

In response to the review on Poughkeepsie City School District's e-rate application, I submit the following information regarding any conversations I had as a result of the form 470 I submitted.

- On January 5 and 7, 2004, Best Web Internet, www.bestweb.com, 1-877-777BWEB, contacted me regarding Internet access. Best Web proposed interconnecting the buildings with full T1 lines. Currently, all buildings are connected in a star configuration with partial T1 lines. In order to accommodate video, we need better bandwidth than T1. A meeting has held on January 9, 2004, in the Poughkeepsie High School between the president of Best Web and myself. Several e-mail messages were sent from Best Web on January 16 and 17 (see attachments)
- On December 15 and 16, I received several telephone calls from Richard Katz, Relationship Manager, Avaya Corporation. The services proposed were not requested or required by Poughkeepsie City School District.

Sincerely,



Evan Panagiotopoulos

From: Richard Katz <Richard_Katz@Avaya.SUTH.COM> [Add Address](#)
Subject: Avaya -Taking Communication To A Higher Plane
Date: Wed, 17 Dec 2003 11:36:48 -0500
To: <epanagio@pcsd.k12.ny.us>
Attachments: 1

[Printer Friendly Version](#)

Dear Evan,

Thank you for the opportunity to learn more about your organization and discussing with me your voice and data initiatives.

It was a pleasure speaking with you and I believe Avaya can provide a solution that will continue to benefit your organization. Based on what we discussed, you are interested in extending WAN connectivity to all your schools and improving LAN access and voice messaging within the schools.

I have asked one of our Avaya Client Executives to contact you. They have the resources to align Avaya's products and services to meet your specific requirements. If you have any additional questions or require any additional information, feel free to get back to me. The enclosed links included should provide some insight into the areas we just discussed.

Avaya Solution for Education

<http://www1.avaya.com/enterprise/education/index.html>

The Connected Classroom by Avaya

<http://www1.avaya.com/enterprise/brochures/ind2085.pdf>

Avaya LAN and Backbone Switches

<http://www.avaya.com/ac/common/index.jhtml?location=M1H1005G1006>

Avaya Messaging Solutions

<http://www.avaya.com/ac/common/index.jhtml?location=M1H1005G1007>

Thank you again Evan, I enjoyed speaking with you.

Richard Katz
 Avaya Customer Relationship Center
 Relationship Manager
 866-697-5565 ext 7071
richard_katz@avaya.suth.com

<<Richard Katz.vcf>>

AVAYA

IP TELEPHONY | CONTACT CENTERS | UNIFIED COMMUNICATIONS | SERVICES

Attachments:

1 Richard_Katz.vcf 288 bytes



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From: Charles Lambiot <clambiot@bestweb.net> [Add Address](#)
Subject: Proposal from BestWeb
Date: Fri, 16 Jan 2004 11:30:32 -0500
To: <epanagio@pcsd.k12.ny.us>
Attachments: 1

[Printer Friendly Version](#)



Dear Evan,

The attached document summarizes what we suggest for your District.

Charles Lambiotte

Attachments:

1 Poughkeepsie_School_District_Proposal.doc 37190 bytes



[Move to](#)

From: Charles Lambiotte <clambiot@bestweb.net> Add Address
Subject: RE: Proposal from BestWeb
Date: Sat, 17 Jan 2004 11:04:25 -0500
To: <epanagio@pcsd.k12.ny.us>
Reply-To: clambiot@bestweb.net
Attachments: 0

Printer Friendly



Evan,

Thanks for the opportunity to serve you. Let me know if there is anything I can ever do for you.

Charles Lambiotte
 Bestweb Corporation
 clambiot@bestweb.net
 (914) 271-4500 x312
 (877) 777-2932 x312

-----Original Message-----

From: Evan Panagiotopoulos [mailto:epanagio@pcsd.k12.ny.us]
Sent: Friday, January 16, 2004 8:07 PM
To: clambiot@bestweb.net
Subject: RE: Proposal from BestWeb

Charles,

Thank you for the proposal but I am looking for a different connectivity solution.

Evan

----- Original Message -----

From: clambiot@bestweb.net
To: epanagio@pcsd.k12.ny.us
Subject: RE: Proposal from BestWeb
Date: Fri, 16 Jan 2004 11:30:32 -0500

>Dear Evan,

>

>The attached document summarizes what we suggest for your District.

>

>

>Charles Lambiotte



Select a Folder

November 13, 2003

Mr. Evan Panagiotopoulos
Library Media & Technology Director
Poughkeepsie City School District
70 Forbus Street
Poughkeepsie, NY 12603

Dear Evan:

Based on our conversation earlier today, let me briefly summarize how we could work with Poughkeepsie to handle your E-rate application process.

Many E-rate applicants have found that the federal E-rate program is a valuable source of school technology funding, but that participation in the program is exceedingly frustrating. Considerable expertise and patience is needed to keep up with the changing eligibility requirements, new forms and deadlines, administrative application reviews, and vendor coordination.

E-Rate Central, a division of Tel/Logic Inc., has been providing extensive E-rate services for over 100 school districts since the program's inception. It is also under contract with NYSED to provide E-rate information services for all NYS schools and libraries. Our nationally acclaimed Web site can be accessed at: www.e-ratecentral.com.

In working with applicants, E-Rate Central's role is to develop a plan to maximize E-rate benefits, to prepare all application and discount reimbursement forms for district submission, and to coordinate with the Schools and Libraries Division ("SLD") in the application review process and with vendors on contract and billing issues.

For the current 2003-2004 school year (ending June 30, 2004), E-Rate Central's services for Poughkeepsie would entail the initiation and review of the FY 2004 application. Specifically, for FY 2004, E-Rate Central's services would involve the following:

Mr. Evan Panagiotopoulos

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1. We will prepare a Form 470 for Poughkeepsie early this fall and will forward it to you for signature and mailing. We will check the SLD Web site frequently to assure that the Form 470 is properly posted.
2. We will then begin preparing a 2004-2005 Form 471 for the district.
3. Prior to filing your Form 471, we will review your technology plan and procurement practices for compliance with program rules.
4. E-Rate Central will act as the first point of contact during the SLD application review process that will occur next spring.
5. If decisions are issued on your application(s) before June 30, 2004, we will prepare a Form 486 (and/or appeals) and coordinate with vendors as necessary, positioning Poughkeepsie to begin receiving actual discounts in 2004-2005.


E-Rate Central charges a flat annual fee for its services based roughly on the magnitude of E-rate discounts available and on the number of funding years covered. For school districts such as Poughkeepsie, averaging under \$150K per year in discounts, our normal fee is \$10,000. However, since E-rate work typically spans three separate funding years (i.e., last year's reimbursements, current year activities, and next year's application), but since there is not Poughkeepsie E-rate work for FY 2002 or FY 2003, our fee this year would be discounted by a 40% to \$ 6,000.

Please note that in performing its work, E-Rate Central must rely upon coordination with Poughkeepsie for school, contract, and billing information. Although E-Rate Central will prepare all necessary E-rate forms for Poughkeepsie's review and signature, ultimate responsibility for the information contained therein and for the timely submission of these forms remains with Poughkeepsie.

If this proposal meets with your approval, please acknowledge by signing below and faxing a copy back to us (516-832-2877).

We look forward to working with you.

Sincerely,



Winston E. Himsworth

Agreed:

Evan Panagiotopoulos
Poughkeepsie City School District
Date: _____, 2003